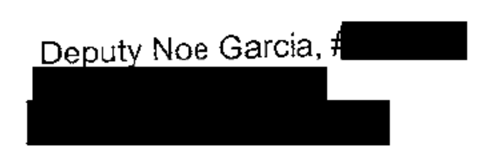


County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

September 28, 2005



Deputy Noe Garcia, #[redacted]
[redacted]

Dear Deputy Garcia:

On January 14, 2005, you were served with a Letter of Intention, indicating your right to respond to the Sheriff's Department's pending disciplinary action against you, as reported under File Number IAB 2126064. You were also advised of your right to review the material on which the discipline was based.

You did exercise your right to respond. After reviewing the response submitted to support your position, the Department executives have amended the recommended discipline.

You are hereby notified that you are suspended without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of two (2) days. However, pursuant to a settlement agreement between you and the Department, the two (2) days will be held in abeyance for a period of twelve (12) months which will end on July 20, 2006. If you should become the Subject of a founded administrative investigation, with similar violations, and the event occurred within the prescribed twelve (12) month time period, the two (2) days held in abeyance will be imposed. Additionally, you will be subject to further discipline for each and every founded violation of the Department's Manual of Policy and Procedures. All Departmental records will reflect, nevertheless, that you received a two (2) day suspension.

An investigation under File Number IAB 2126064, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about February 23, 2004, you failed to establish and maintain the highest standards of efficiency by choosing to take independent action and chase a fleeing suspect on foot instead of utilizing safer tactics and alternatives; and/or continuing to chase after the suspect and close the distance between you instead of using safer tactics and

alternatives; and/or making no effort to communicate on your radio concerning the suspect's or your actions; and/or following the suspect in a space restricted of cover, with knowledge that the location was a known gang location, thereby placing yourself in a situation wherein you felt you had to use deadly force.

Prior to imposing this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You will hereby take notice that any future acts of misconduct may result in more severe disciplinary action.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

Steven M. Roller, Captain
Commander, Century Station

Note: Attached for your convenience are excerpts of the applicable areas of the Manual of Policy and Procedures.

SMR:KM:rjb

c: Advocacy Unit
Ronnie M. Williams, Chief, Field Operations Region II
Internal Affairs Bureau
Personnel Administration
Office of Independent Review (OIR)
Century Station/unit Personnel File

3-01/050.10 Performance to Standards **

Members shall maintain sufficient competency to properly perform their duties and assume the responsibilities of their positions. Members shall perform their duties in a manner which will tend to establish and maintain the highest standard of efficiency in carrying out the functions and objectives of the Department.

Incompetence may be demonstrated by:

- A lack of knowledge of the application of laws required to be enforced
- An unwillingness or inability to perform assigned tasks
- The failure to conform to work standards established for the member's rank or position
- Failure to take appropriate action on the occasion of a crime, disorder, or other condition deserving police attention
- Absence without leave
- Unnecessary absence from an assigned area during a tour of duty.

In addition to the above, the following will be considered to be prima facie evidence of incompetence:

- Repeated poor evaluations
- A written record of repeated infractions of the Department's rules, regulations, manuals, or directives.

I certify that on the date indicated below, I received the original of the attached **LETTER OF SUSPENSION** under File Number ***IAB 2126064*** as set forth in Section 18.01 of the Rules of the Los Angeles County Civil Service Commission.

9-28-05

DATE

NOE GARCIA, #[redacted]

I certify that on the date indicated below, I served the original of the attached letter of suspension on ***NOE GARCIA*** as set forth in Section 18.01 of the Rules of the Los Angeles County Civil Service Commission.

9/28/05

DATE

WITNESS SIGNATURE

JUAN CABRERA

WITNESS PRINT

Please return this page along with Timekeeping Notification within two (2) business days to:

REBA BARNES
INTERNAL AFFAIRS BUREAU
4900 S. EASTERN AVE. #100
CITY OF COMMERCE CA 90040
(323) 890-5314

SETTLEMENT AGREEMENT

This Agreement is entered into between the Los Angeles County Sheriff's Department, hereinafter referred to as "Department," and Deputy Noe Garcia, Employee Number [redacted] hereinafter referred to as "Grievant."

The Department and Grievant are parties to this dispute and desire to settle all issues involved in the Letter of Intent dated January 14, 2005, (IAB No. 2126064) upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Department and Grievant for and in consideration of the mutual covenants contained herein, agree as follows:

1. The Department will, upon execution of this Agreement, reduce the intended seven (7) day suspension to a two (2) day suspension. The Letter of Imposition shall contain the same charge as the Letter of Intent.

2. The remaining two (2) day suspension will be held in abeyance. The Letter of Imposition shall contain the same charge as the Letter of Intent.

3. The Grievant understands that if he becomes the subject of a founded investigation involving a similar violation of the Manual of Policy and Procedures, and that if the event resulting in the founded investigation occurred within the twelve (12) month period of the date of execution of this Agreement, the two (2) days held in abeyance shall be imposed. In addition, the Grievant understands that he will be subjected to additional discipline for each and every founded violation of the Department's Manual of Policy and Procedures.

4. Both parties agree and understand that the Grievant's records will reflect that the two (2) day suspension was imposed and may be used for the purposes of demonstrating "progressive discipline."

5. The Grievant agrees that within two (2) months of the date of execution of this Agreement he shall conduct five (5) station briefings on the subject of "Tactical Issues," which shall be scheduled with the assistance of his Unit Commander and provide proof of completion.

6. The Grievant further agrees that he shall provide an outline of the aforementioned briefings to his Unit Commander for approval of material and content prior to presentation.



7. The Grievant further agrees that within two (2) months of the date of execution of this Agreement, he shall to attend "Tactical Containment and Foot Pursuit" training conducted by Laser Village and provide proof of attendance to his Unit Commander.

8. The Grievant understands that if he fails to complete the five (5) briefings as referenced in paragraph five (5), the outline as referenced in paragraph six (6), and the training as referenced in paragraph seven (7), a two (2) day suspension will be imposed with no rights to appeal.

9. The Grievant further agrees to withdraw his grievance and waive any and all further administrative or judicial remedies with respect to the Letter of Imposition and the modified discipline, and also waives any administrative or judicial remedies with respect to any imposition pursuant to paragraph three (3) and/or paragraph eight (8), above.

10. The parties further agree that this Settlement shall not be considered, cited, or used in future disputes as establishing past precedent or past employment practice.

11. In consideration of the terms and conditions set forth herein, Grievant agrees to fully release, acquit and forever discharge the County, and all present and former officers, employees and agents of the County, and their heirs, successors, assigns and legal representatives from any and all liability whatsoever for any and all claims arising out of or connected with the employment relationship between the County and Grievant concerning the subject matter of the grievance referred to herein.

12. The Grievant further agrees to relinquish and expressly waives all rights conferred upon him by the provisions of California Civil Code Section 1542, which reads as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

13. The date of the last signature placed hereon shall hereinafter be known as the "date of execution" and the "effective date" of this Agreement.

14. The parties agree that the foregoing comprises the entire Agreement between the parties and that there have been no other promises made by any party. Any modification of this Agreement must be in writing.

I have read the foregoing Settlement Agreement and I accept and agree to the provisions contained therein and hereby execute it voluntarily and with full understanding of its consequences.

For the Sheriff's Department:

Date: 7-21-05 Date: 7/21/05

Noe Garcia, Deputy

Ronnie Williams, Chief



County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



LEROY D. BACA, SHERIFF

January 14, 2005

Deputy Noe Garcia, #[redacted]
[redacted]

Dear Deputy Garcia:

You are hereby notified that it is the intention of the Sheriff's Department to suspend you without pay from your position of Deputy Sheriff, Item No. 2708A, with this Department for a period of seven (7) days.

An investigation under File Number IAB 2126064, conducted by Internal Affairs Bureau, coupled with your own statements, has established the following:

1. That in violation of Manual of Policy and Procedures Section 3-01/050.10, Performance to Standards, on or about February 23, 2004, you failed to establish and maintain the highest standards of efficiency by choosing to take independent action and chase a fleeing suspect on foot instead of utilizing safer tactics and alternatives; and/or continuing to chase after the suspect and close the distance between you instead of using safer tactics and alternatives; and/or making no effort to communicate on your radio concerning the suspect's or your actions; and/or following the suspect in a space restricted of cover, with knowledge that the location was a known gang location, thereby placing yourself in a situation wherein you felt you had to use deadly force.

Prior to determining this disciplinary action, I have thoroughly reviewed the incident and your record with this Department.

You have the right to grieve this disciplinary action within ten (10) business days of receipt of this letter. Your grievance procedures may be found in your classification's negotiated Memorandum of Understanding.

Failure to respond to this Letter of Intent within ten (10) business days will be considered a waiver of your right to grieve and will result in the imposition of this discipline indicated herein.

You may receive a copy of the material on which the discipline is based by contacting Reba Barnes of the Internal Affairs Bureau at (323) 890-5314, and arranging an appointment during the ten (10) day period in which you may respond.

The Sheriff's Department reserves the right to amend and/or add to this letter.

Sincerely,

LEROY D. BACA, SHERIFF

Original Signed

James R. Lopez, Captain
Commander, Century Station

JRL:KM:rjb

c: Advocacy Unit
Employee Relations Unit
Ronnie M. Williams, A/Chief, Field Operations Region II
Internal Affairs Bureau
Office of Independent Review (OIR)
(File # IAB 2126064)

I certify that on the date indicated below, I received the original of the attached Letter of Intent under File Number ***IAB 2126064.***

DECLINED SIGNATURE ON THE ADVICE OF COUNSEL.

Date

NOE GARCIA, # [redacted]

I certify that on the date indicated below, I served the original Letter of Intent to ***NOE GARCIA.***

01-14-05

Date

Rampone

WITNESS SIGNATURE

N. S. RAMPONE

WITNESS PRINT

1/18/05

JUAN FABREGA

Please return this page within two (2) business days to:

REBA BARNES
Internal Affairs Bureau
4900 S. Eastern Ave. #100
Commerce CA 90040
(323) 890-5314

761551N25A - SH-AD (11/90)



DATE: November 30, 2004

OFFICE CORRESPONDENCE FILE:

FROM: JOHNNY G. JURADO, COMMANDER
LEADERSHIP & TRAINING DIVISION

TO: JAMES R. LOPEZ, CAPTAIN
CENTURY STATION

SUBJECT: **EXECUTIVE FORCE REVIEW COMMITTEE FINDINGS AND RECOMMENDATIONS NON-HIT SHOOTING, FEBRUARY 23, 2004, INVESTIGATION #2126064 (aka #2110176)**

The purpose of this memo is to notify you of the review committee's findings and recommendations concerning the use of force incident which occurred on February 23, 2004.

The Committee met on November 18, 2004, and consisted of myself, and Commanders Dennis Conte (Custody Operations Division) and Robert Binkley (FOR III). The Committee deemed:

- as **Founded** the allegation that Deputy Noe Garcia #[redacted] violated the Department's Manual of Policy and Procedure section(s) 3-01/050.10, Performance to Standards.

The Committee further found that the use of force by Deputy Garcia was within Department policy. The Committee recommended that Deputy Garcia be suspended for a period of **seven (7) days** without pay from the position of Deputy. The Committee additionally recommended that Deputy Garcia be considered for the Department's Performance Mentoring program and sent to the Department's Continued Professional Training (CPT) and/or Laser Village training.

JGJ:KRK:kk

TABLE OF CONTENTS

Miscellaneous Documents

Copy of Century Station In-Service for day shift and PM shift, Monday, February 23, 2004
Copy of Incident Detail for tag#s CEN04054-184 and CEN04054-185
Inmate Information of Suspect Josue Guardado
Personnel Performance Index printout for Deputy Noe Garcia
Firearms Report for the test fire of Deputy Garcia's weapon